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03-01

DO NOT CIRCULATE

AGREEMENT

THIS AGREEMENT entered into this 11th day of May  
1973, by and between the MAYOR AND COUNCIL OF THE BOROUGH OF  
ALLENDALE, acting for and on behalf of the BOROUGH OF ALLENDALE  
(sometimes herein referred to as the "Borough"), and P.B.A.  
LOCAL NO. 217 OF THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT  
ASSOCIATION (sometimes herein referred to as the "Department").

WITNESSETH:

In consideration of the mutual promises contained  
herein, the parties hereto, intending to be legally bound hereby,  
agree as follows:

ARTICLE I  
RECOGNITION AND ENROLLMENT  
IN POLICE AND FIREMEN'S  
RETIREMENT SYSTEM OF NEW JERSEY

The Borough recognizes P.B.A. Local No. 217 of the  
New Jersey State Patrolmen's Benevolent Association as the sole  
and exclusive collective bargaining agent for the unit consist-  
ing of the Detective Sergeant, Sergeant and all full-time police  
officers who have been duly appointed by the Mayor and Council  
of the Borough of Allendale, and the Mayor and Council agree to  
proceed forthwith to enroll all of the covered personnel (some-  
times herein referred to as "members") in the Police and Fire-  
men's Retirement System of New Jersey.

ARTICLE II  
WAGES AND CLASSIFICATION

Section 1. The following salary schedule shall be effective as of January 1, 1973, and shall remain in full force and effect until December 31, 1973, subject to the adoption of any required salary ordinance:

Detective Sergeant . . . . .	\$14,250.00
Sergeant . . . . .	\$13,750.00
Patrolman, after 4 years' service. . . . .	\$12,750.00
Patrolman, during the fourth year. . . . .	\$11,750.00
Patrolman, during the third year . . . . .	\$10,750.00
Patrolman, during the second year. . . . .	\$ 9,750.00
Probationary Patrolman . .	\$ 8,750.00

Section 2. All wage increases shall take effect on the anniversary date for all members of the Department under maximum pay and with regard to all other personnel the effective date shall be January 1, 1973.

ARTICLE III  
VACATIONS

All members of the Department shall be entitled to ten (10) working days vacation after one year of service and fifteen (15) working days vacation after five years of service. Probationary patrolmen shall receive the equivalent of one (1) day

per month vacation limited to a maximum of ten (10) working days per year.

#### ARTICLE IV HOLIDAYS

All members of the Department shall be entitled to twelve (12) paid holidays per year. All such members shall have the option of taking said twelve days off or taking seven (7) days off and receiving compensation for the remaining five (5) days at their base rate of pay.

#### ARTICLE V FALSE ARREST INSURANCE

The Borough shall provide false arrest insurance coverage for all members of the Department in the minimum amount of \$100,000 for each person, \$300,000 for each occurrence with an aggregate of \$500,000 coverage being provided by the Borough under the coverage required by this paragraph.

#### ARTICLE VI CLOTHING ALLOWANCE

All members of the Department shall be guaranteed a clothing allowance of \$200.00 per year. No man may exceed this amount unless another member is willing to give up some part of his allowance. The Chief will control the style, quality and color of the uniform and equipment. Purchases shall be made from an approved list of shops to be agreed upon by the Chief and the P.B.A.

ARTICLE VII  
PHYSICAL EXAMINATION

The Borough, at its own expense, shall cause to be provided a complete physical examination for all members of the Department. Said physical examination shall be performed by a doctor chosen by the Borough; subject, however, to approval by the Department.

ARTICLE VIII  
COURT TIME

All members of the Department shall be entitled to compensation at the rate of straight time for all court appearances with a minimum of two hours per appearance. Court time shall be recorded on all time cards and submitted by voucher to the Borough.

ARTICLE IX  
OVERTIME

Overtime compensation shall continue at the rate of time and one-half for all non-scheduled overtime. If at the end of the present calendar year any member of the Department has accrued overtime, he may carry over up to five days to be taken as days off within the first four months of the calendar year 1974. It is agreed and understood that if changes are made in the schedule, once published the member so effected will be notified as soon as the change is made. Scheduled overtime shall be deemed "non-scheduled" overtime for the purposes of this ARTICLE unless at least two (2) weeks written notice is given. Members shall receive reasonable notice of changes.

## ARTICLE X GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievance between the policeman and their employer. As quickly as possible, so as to insure efficiency and promote the morale of the department.

A grievance is defined as any disagreement between the policemen and their employer involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, working conditions and attitude of supervisors.

An aggrieved policeman shall first try to settle his grievance with his immediate supervisor. If at that point the individual is not satisfied with the determination of his immediate superior, he shall within ten (10) days reduce his grievance to writing and shall present same to the Chief for his determination.

Within ten (10) days after receipt of the grievance by the Chief, the Chief together with the Police Commissioner shall meet with the employee involved. After reviewing the case, the Chief shall within ten (10) days thereafter, in writing, inform the aggrieved employee of the determination of the case.

In the event the employee in question is dissatisfied with the determination of the Chief and the Commissioner, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of the receipt of the determination by the Chief.

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Within ten (10) days after receipt of request for a hearing by the individual alleged to be aggrieved, the Mayor and Council will fix a date for a hearing.

Following the conclusion of said hearing and within fifteen (15) days of said hearing, the Mayor and Council shall inform the individual, in writing of its determination.

#### ARTICLE XI LONGEVITY

Members shall receive longevity compensation computed at two (2%) percent of annual compensation for each four (4) years of service.

#### ARTICLE XII LIFE INSURANCE

The Borough shall provide \$10,000 life insurance coverage for each member at the Borough's cost and expense.

#### ARTICLE XIII MEDICAL INSURANCE

The Borough agrees to provide at the Borough's expense Blue Cross, Blue Shield, Rider "J" and continue the existing major medical insurance for each member.

#### ARTICLE XIV PENSION

The Governing Body shall cause the following referendum question to be placed on the ballot at the next general election:

"Shall the Borough of Allendale permit the transfer for pension purposes of its police employees from the Public Employees' Retirement System to the Police and Firemen's Retirement System of New Jersey under the conditions and provisions of Chapter 273, P.L. 1949."

ARTICLE XV  
SICK LEAVE

The Borough shall continue in effect disability insurance coverage under Selected Risks Insurance Company Policy No. SLTD1003; provided, however, members shall individually pay the difference in cost between fifty (50%) of monthly salary and seventy-five (75%) percent of monthly salary coverage.

ARTICLE XVI

This Agreement shall be effective as of January 1, 1973, and shall remain in full force and effect until December 31, 1973.

ARTICLE XVII

Anything herein to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede the provisions of any other applicable law of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 14<sup>th</sup> day of May, 1973.

Attest:

BOROUGH OF ALLENDALE

John C. Johnson By John C. Johnson Mayor  
Borough Clerk

P.B.A. LOCAL NO. 217 OF THE  
NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION

John C. Johnson  
By John C. Johnson